

RESPONDENT NAME

REQUEST FOR PROPOSAL
INMATE MEDICAL SERVICES



RFP 2020-10
DUE DATE: January 4th, 2021
BY 4:00 P.M.

Hill County
80 N. Waco St
Hillsboro, TX 76645
(254) 582-4020
www.co.hill.tx.us



Hill County Sheriff's Office
Sheriff Rodney B. Watson

REQUEST FOR PROPOSALS (RFP)
Inmate Medical Services
For: Hill County Jail

RFP Issued: November 10, 2020

Questions Due: December 18, 2020 at 5:00 pm local time

Proposals Due: December 28, 2020 at 4:00 pm local time

Proposals to be Opened: January 4, 2021 at 4:15 pm local time

The Hill County Commissioners Court requests sealed proposals for a comprehensive, health care delivery system at the Hill County Jail, located at 406 Hall St, Hillsboro TX.

To be considered a valid proposal, each organization submitting a proposal (“Proposer”) must assure receipt by Hill County of one original proposal and one duplicate at the following address not later than 4 p.m. local time, Monday, January 4th, 2021:

Hill County Commissioners Court

1 N. Waco St

Hillsboro TX 76645

Phone: 254-582-4020 (for delivery)

It is the intent of Hill County to award a health care contract for a three-year term beginning February 1, 2021 and ending January 31, 2024. Hill County intends to include in the contract a right to automatically extend the term of the contract for additional one-year terms, provided such extensions are in the best interests of the parties.

Hill County reserves the right to reject, in whole or in part, any and all proposals received by reason of this Request for Proposals (RFP). Hill County will not pay for any information herein requested, nor will Hill County be responsible for any costs incurred by the Proposer. All proposals shall become the property of Hill County upon submission. Hill County reserves the right to negotiate the final price subsequent to the submission of proposals, from the selected qualified Proposers.

Questions

Questions concerning this RFP and any request to tour the facility must be directed to:

Captain Kyle Cox

Hill County Jail

406 Hall St.

Hillsboro TX 76645

kcox@co.hill.tx.us

254-337-0242 (Cell)

254-582-5313 (Office)

Pre-Proposal Conference

A **pre-proposal conference** can be scheduled to respond to all inquiries with regards to this project. To schedule a pre-proposal conference at the Hill County Detention Center, located at 406 Hall St, Hillsboro, TX. Contact Captain Kyle Cox, 254-582-5313 x210, kcox@co.hill.tx.us. An onsite tour will

immediately follow the conference. The pre-proposal conference will be the only opportunity for prospective vendors to visit the facility(s).

Selection Process

The selection of a winning Proposer for contract will be made using the following three-step process:

1. In order to be initially selected, the Proposer(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP", also contained in this RFP.
2. After the conditions outlined in #1 are met, Proposer(s) will be ranked based on the quality of the response to this RFP, experience in jails of like size and complexity, price, and references.
3. One or more of the Proposers may be invited to make oral presentations to a selection committee or to the Council/Commissioners, or to answer questions.

If a final award is made, such award will be made to the Proposer who meets the above stated selection sequences and is judged best able to provide a health care delivery system at the Jail. The County reserves the right to award the bid to the Proposer who best fits the needs of the County, this may or may not be the lowest bidder.

Any and all exceptions taken by the Proposer must be listed and prominently displayed in proposal materials.

Proposals which do not meet the mandatory requirements will be considered non-compliant and rejected. After the evaluation of the proposals and the selection of the successful contractor, all Proposers will be notified in writing of the selected firm.

FACILITY INFORMATION

The facility (the "Jail") houses both male and female detainees and some sentenced inmates, generally having sentences of less than 6 months. The average daily population of the Jail over the past 12 months has been 142, and the average length of stay for inmates is 204 days. The proposal should be based on an average daily population of 150 for the next year. The inmate population is comprised of approximately 125 male inmates and 25 female inmates.

MINIMUM QUALIFICATIONS FOR ALL PROPOSERS

Hill County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's disqualification.

1. The Proposer must be organized and existing for the primary purpose of providing correctional health care services, and must currently have active contract relationships with at least five (5) county jails in the state of Texas.

2. The Proposer must have at least five (5) continuous years of corporate experience in administering correctional health care programs.
3. The Proposer must carry professional liability insurance in an amount of \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate. This insurance must cover the Proposer organization and all of its employees, and Proposer must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Hill County as additionally insured must be submitted prior to execution of any contract. This certificate must name Hill County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
4. Proposer must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A sample certificate showing actual coverage limits must be submitted with the proposal.
5. The Proposer must demonstrate its ability to provide a health care system specifically for a correctional facility like Hill County Jail. It must be able to demonstrate that it can complete the start up process in 30-45 days from the contract award date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

MANDATORY REQUIREMENTS FOR ALL PROPOSALS

Proposals need not be in any particular form. All proposals, however, must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications for All Proposers" and the "Specifications"
2. All proposals must list by name, location and administrator name (with phone number) at least five correctional institutions where Proposer is providing medical care and the length of time each contract has been in effect. This list will be used as a source of references for the Proposer.
3. A statement that the policies and procedures for the medical program will be developed by the Proposer and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC).
4. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the jail. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.
5. The proposal must explain in detail how medical care for inmates at the Jail will be delivered.
6. All proposals must contain a specific annualized price for a base population of up to 203 inmates for all medical care rendered under the resulting contract, taking into account the requirements of

#8 below. Provider may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.

7. Each proposal shall describe how billing to the Hill County will be handled, and the expected terms for payments by the County to the Proposer.
8. Hill County is willing to share responsibility for the costs of medical care in certain specific cost categories in order to assist the Proposer in predicting its costs and potential liabilities. All proposals must specifically state these limits of responsibility so proposed, and how Hill County would share in these costs after the cost limits have been reached.

The specific item or classification of cost and the assigned responsibility for covering the cost for each item should be explained fully. The following listing should be used for a checklist. Any item not explained, with respect to which contracting party is responsible for the cost, will be assumed to be an additional cost to the County, and thus added to the total cost of contracting with that Proposer. The line items or categories of costs are listed below:

- a) Nurse wages and benefits
- b) Physician medical director on-site
- c) Any other on-site program provider (Dentist, etc.)
- d) Policies and Procedures development
- e) medical supplies
- f) minor equipment (over \$500 per single item or unit)
- g) repairs on existing equipment
- h) over-the-counter medications
- i) clinical lab procedures
- j) office supplies
- k) folders and forms
- l) travel expenses
- m) long-distance phone calls
- n) publications and subscriptions
- o) any necessary pharmacy licenses/permits
- p) medical hazardous waste disposal
- q) all required insurance as specified in this RFP
- r) administrative services (cell phone, fax machine, internet connection, etc.)
- s) training for officers in the jail on various topics
- t) all other specific on-site medical services
- u) off-site medical services
- v) on-site mental health services
- w) off-site mental health services
- x) x-ray services on-site
- y) x-ray services off-site
- z) on-site dental services
- aa) off-site dental services
- bb) formulary prescription medications for county inmates

cc) non-formulary prescriptions medications for county inmates

Each line item above must be assigned to a responsibility either for Proposer to pay, County to pay, or Proposer to pay with limitations, and if limited, then a reference to the proposal section where the limits are explained.

9. In order to better understand all of the working terms being proposed, the Proposer shall provide with its response to this RFP a sample contract for consideration, in case the Proposer should be awarded the contract.
10. Proposer must be willing to sign a contract within 10 days of contract award date and be ready to begin services within 30 days of the contract award date.

SCOPE OF CONTRACT

The Proposer who is selected to provide the services described in this RFP (hereinafter "Provider") shall be the sole supplier and/or coordinator of the health care delivery system at the contracted Hill County facility, (the "Jail". Provider shall be responsible for all medical care for all inmates at the Jail. The term "medical care" includes both "mental health care" as well as "dental care". This responsibility of Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail and ends with the discharge (or temporary release) of the inmate from the custody of the County at the Jail.

Inmates housed in jails not covered under the terms of this RFP, or the resulting contract, will not be included in the Provider's responsibility while they are housed at other facilities or while being transported. Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider.

SPECIFICATIONS

All proposers must submit a program based upon applicable state and NCCHC standards. The following services will be required:

Receiving/Screening

A preliminary health screening form shall be filled out immediately upon each inmate's arrival and the form shall be approved by the provider. At a minimum, the screening must include:

- Current illnesses and health problems including those specific to females.
- Medications taken and special health requirements.
- Screening of other health problems designated by the responsible physician.
- Behavioral observation, including state of consciousness and mental status.
- Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice.
- Condition of skin, including rashes and infestations.
- Disposition, if applicable.

- Document referral of prisoners to qualified medical personnel for emergency treatment.
- Notation, of personal physician and any medical needs.
- Assessment of suicidal risk.

Health Appraisal

Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms.
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
- Review of physical examination and test results by a physician for problem identification must take place.
- Initiation of therapy when appropriate.
- Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays.

Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

Sick Call

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

Hospital Care

Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

Specialty Services

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate requires the services of

medical specialist, the provider shall make referral arrangements and coordinate the delivery of the specialists visits off-site.

Emergency Services

The provider shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

Ancillary Services

Routine laboratory and X-ray procedures should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

Dental Care

The program to provide dental services to inmates shall include:

- Provider will provide for basic dental services, including extractions, and dental hygiene services
- Dental screening and oral hygiene instruction performed on each inmate within 14 days of admission
- Dental screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems
- A dental record will be maintained as part of an inmate's medical record

Pharmaceuticals

Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Jail.

Medical Waste

The successful vendor shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste resulting from it services including needles, syringes, medications, and other materials used in the treatment of inmates.

Medical Records

All inmates must have a medical record which is kept up to date at all times. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPPA regulations and the rules and regulations as established by the NCCHC.

Special Medical Programs – Chronic Care

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

Health Education

In-service training for all health care staff to be conducted at when requested and to include first-aid, CPR Training, etc.

Consultation Services

The provider shall provide a consultation service to the County on any and all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the provider.

Quality Assurance and Improvement

The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

Monthly Statistics

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:

- Inmate's requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist
- Inmates seen by mental health counselor
- Infirmary admission, patient days, average length of stay
- Mental Health admissions
- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Fourteen (14) day history and physical assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third party reimbursement, pursuit and recovery
- Pharmacy report of inmate population dispensed medication
- Inmates testing positive for venereal disease
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmates testing positive for TB

- Inmate Mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits

Staffing

Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. In order to maintain continuity in the proposal process and to ensure comparable staffing arrangements, the below staffing plan has been made. The County reserves the right to negotiate alterations to the suggested staffing plan after a supplier/vendor has been selected.

- Medical Director - 0 hours per week
- Nurse Administrator - 0 hours per week
- Dentist - 0 hours per week
- Dental Assistant - 0 hours per week
- Mental Health Professional – 4 hours a day, 2 days per week
- Additional nursing coverage to provide staffing – 16 hours per day, 7 days per week.
- Medical Clerk- 0 hours per week

Personnel

The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of Texas.

All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives.

Optional Services

All proposers should include a list of suggested optional services. These services will be evaluated by the County for need and value. At minimum, proposers should include the following optional services:

Electronic Medical Records (EMR):

Please provide any information regarding an optional offering to incorporate an Electronic Medical Records platform and system with the proposed service program. To include the following:

- a) Licensure Fee(s) – Please state who will have the ultimate ownership of the program;
- b) Hosting Fee(s) – Please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items;
- c) Equipment Fee(s) – Please state any and all equipment needs for the proposed program, as well as any additional future needs (to includes all hardware such as tablets, printers, scanners, signature pads, etc.).
- d) Maintenance Fee(s) – Please state any and all on-going maintenance fees which will be applicable for this system, to include upgrades.
- e) Transfer Fee(s) – Please include information on any transfer fees which may be applicable if the County does NOT own the system, and the vendor is later changed, but the County would like to keep the system in place – is there a fee or transfer service which would be followed.

- f) Integration Fee(s) – Please include information and estimated costs of any integrations for the jail management system, pharmacy, and lab services.

Along with the program information, please indicate if there will be allowable portals for access by Jail Administrator and/or any outside providers, such as the Medical Director.

Further, with the proposal of such a program, there will be a requirement for Cyber Insurance to cover the county for any breach of HIPAA information.

Telehealth:

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

Exceptions

Any and all deviation from the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the proposer on a separate section titled “Exceptions to Specifications”.

GENERAL CONDITIONS

1. The duration of this contract shall be from January 1, 2021 until December 31, 2024. Thereafter, this contract may be extended, upon agreement of the parties, for any number of subsequent one-year terms.
2. The health care delivery system must conform to State standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate State authority, or by statute. The system must be in substantial conformance with the *Jail Health Standards*, 2018 Edition, developed by the National Commission on Correctional Health Care (NCCHC).
3. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Jail property.
4. Provider shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Jail. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff or other County Official and his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff or other County Official whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.

5. Provider shall indemnify and hold harmless Hill County and its agents, the Sheriff, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities in connection with the provision of its services at the Jail.
6. Provider shall have professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$5,000,000 in the annual aggregate under such coverage. This insurance shall specifically cover provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the contract. Failure to maintain such insurance shall be grounds for immediate termination of this contract.
7. Provider must also provide general liability insurance coverage of at least \$1 million combined single limits, and automobile liability coverage for owned, non-owned, and rented automobiles. A certificate of insurance naming Hill County as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the proposal.
8. Policies and Procedures of the Provider relating to medical care are to be established and implemented solely by the Provider. In areas that impact upon the security and general administration of the Jail, the Policies and Procedures of the Provider are subject to review and approval of Hill County.

The Sheriff or other designated County Official retains the right to review and approve Policies and Procedures of the Provider in any area affecting the performance of his responsibilities under law.

9. Either party to the contract may terminate the Agreement without cause by giving at least 60 days written notice to the other party.
10. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of Hill County, whose consent shall not be unreasonably withheld.
11. The resulting contract shall be governed by and construed according to the laws of the State of Texas.

PROPOSED COST

Please provide your cost proposal to accomplish the scope of contract. Please note that the Hill County will not use lowest/best proposal as the sole basis for entering into this contract. The Cost Proposal shall be complete, including all labor and materials.

At the close of the submittal period, an appointed review committee will review all Proposals. The Review Committee, at its discretion, may conduct interviews.

PROPOSAL SIGNATURE FORM

The undersigned agrees this Proposal becomes the property of Hill County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Hill County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Hill County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature

X _____

Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date _____

Name _____

Title _____

Tel. No. _____

Fax No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.

Do not, your Proposal will be rejected



EXHIBIT "A"

CERTIFICATION OF ELIGIBILITY
(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is **NOT** on the **State of Texas** or the **Federal Government's** list of suspended, ineligible, or debarred proposers.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Hill County Auditor. Failure to do so may result in terminating this contract for default.

Signature

X _____

Authorized Representative

COMPLIANCE WITH FEDERAL AND STATE LAWS HB 1295

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Hill County Purchasing Agent. Failure to do so may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide the Hill County Auditor the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature

VENDOR REFERENCES

Please list references of past and current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE TWO:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

REFERENCE THREE:

GOVERNMENT /COMPANY/BUSINESS NAME:	
ADDRESS/CITY/STATE/ZIP:	
CONTACT NAME/TITLE:	
BUSINESS PHONE/FAX:	
CONTRACT PERIOD:	SCOPE OF WORK:

Statement of No Bid

If you do not intend to bid, please return this form immediately to: Countyjudge@co.hill.tx.us and auditor@co.hill.tx.us

We, the undersigned, have declined to bid on Bid/Proposal# _____

Reason:

_____ Specifications “too tight”, geared toward one brand or manufacturer (explain)

_____ Insufficient time to respond

_____ Specifications unclear (explain)

_____ We do not offer this product or an equivalent

_____ Our product schedule does not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond

requirements Remarks:

We understand this if this “Statement of No Bid” is not executed and returned, our name may be deleted from the list of qualified bidders.

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Signature: _____

To: Responders of Hill County, Texas
From: Justin Lewis, Hill County Judge
Re: Conflict of Interest

Questionnaire Responder;

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable Conflict of Interest with any Hill County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please **DO NOT** complete this form if you do not have a viable conflict.

By submitting a response to this the request a responder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any responder or person considering doing business with a local government Hill County disclose in the Questionnaire Form CIQ, the responder or person's affiliation or business relationship that might cause a conflict of interest with a local government Hill County. By law, this questionnaire must be filed with the records administrator of Hill County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. Please see attached questionnaire.

Sincerely,

Justin W. Lewis
Hill County Judge

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Residence Certification

Pursuant to Texas Government Code § 2252.001 *st seq.*, as amended, Hill County requires a Residence Certification. § 2252.001 *et seq.*, of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of § 2252.001 are stated below;

(3) “Nonresident bidder” refers to a person who is not a resident.

(4) “Resident Bidder” refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has a principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in _____
(company name)
Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as defined in Texas _____
(company name)
Government Code § 2252.001 and our principal place of business is _____

_____.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-			
	OR					
	Employer identification number					
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶		Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



HB 793 COMPLIANCE

_____ verifies that (it/he/she) does not boycott
Isreal and will not boycott Isreal during the term of this contract.

The term "boycott Isreal" is as defined by Texas Government Code § 808.001 effective
September 1, 2017.

(Company Name) (address)

(Signature) (Title) (date)

(email) (phone)